

GABLERIDGE KENNELS

Purchase Contract

This puppy is a purebred German Shepherd, registerable with the Canadian Kennel Club and an individual application is pending and shall be available at no additional charge to the purchaser. Upon execution of this contract, the seller does hereby convey title and interest in the described German Shepherd puppy to the buyer (except for the terms listed herein).

This agreement is made, and hereby entered into, on this _____ day of _____ by and between Mark Gaetz and Sandra Gabler (hereafter referred to as "Seller (s)"), and

_____ hereafter referred to as "Buyer"), for the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred German Shepherd Dog from the litter whelped on _____ out of:

Sire: _____ CKC# _____ AKC #: _____

Dam: _____ CKC# _____ AKC #: _____

CKC litter Registration # : _____

Registered Name of Dog: _____ Call Name _____

Puppy Microchip: _____

GENERAL PROVISIONS:

1. The Seller agrees to sell and the Buyer agrees to buy one (check appropriate line _____ Male _____ female puppy from the above-described litter.
2. The following representations and conditions apply to the sale of the aforementioned dog:
 - a) As of the date of this agreement, the dog is in good health and free of communicable diseases.
 - b) While every attempt will be made to provide the Buyer with a choice of puppy, the Seller reserves the right to choose one specific puppy that is suitable to the Buyer.
 - c) The Buyer has three (3) days from the time of receipt of dog to have dog examined by a Veterinarian. Any request to return the puppy to the Seller for a full refund must be made within this time period and may only be requested should the puppy prove to be sick upon arrival. Proof of examination must be provided.
 - d) Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.
3. Ownership of the puppy/dog will be transferred to the Buyer for the sale price of _____ incl. HST(13%) to be paid as follows: \$ _____ deposit on execution of the Agreement. Be advised that this deposit is Non-Refundable* and represents a serious

*Deposit will be refunded in full in the event that it is given before the litter is born, and for some unforeseen reason no puppy is available from this litter.

commitment on the part of the Buyer to purchase the puppy, and this puppy will not longer be available for other prospective buyers. The balance of _____ (in cash) to be paid on or before the puppy/dog leaves the Seller's premises. If the balance is not paid by _____, this Agreement shall be canceled and the Buyer forfeits the deposit given hereunder.

4. If delivery is requested by Buyer, it shall be by air-freight, C.O.D. to a designated location. Buyer is solely responsible for costs of crate, insurance during shipment, and cost of freight charges. If Seller has to purchase crate prior to shipping, Buyer shall reimburse Seller in full for this cost. If Seller provides a crate, Buyer is obligated to return the crate at buyers expense.

____ 5. (Show Quality) If the puppy/dog has been sold as "**show quality**" Buyer agrees that this animal will not be used for breeding purposes until it is at least 18 months of age, x-rayed and certified clear of hip dysplasia by the OFA, of sound temperament, in good health and free of communicable diseases, hereditary faults, and /or show disqualifying faults as expressed by the official Standard for the German Shepherd Dog.

X 6.(Companion) If the puppy/dog has been sold as a "**companion dog**" and is NOT to be used for breeding. In such case, Buyer shall pay an **additional \$100.00 refundable deposit** to be paid upon or before the puppy/dog leaves the Seller's premises..Deposit shall be refunded ONLY IF Seller has received evidence from licensed Veterinarian that the puppy/dog has been spayed/neutered **within 8 months of date of purchase or acquisition for females and 11 months for males***. No Refund will be provided if puppy/dog is spayed/ neutered outside of these time frames. In addition failure to spay or neuter within the time frame set out above or to provide documentation to this affect will void the health guarantee. (**based on the latest research on effects of early spay neuter*)

Buyer agrees that he/she is not acting as an agent in the purchase or this puppy/dog and that Buyer will not sell this puppy/dog or its progeny to any agent, pet store or guard dog business.

<p>Companion dog: <i>a companion animal purebred and CKC registerable, that is sold as a pet with no warranty that the dog will be show quality or breeding stock.</i></p> <p>Show: <i>an animal that is free of all disqualifying faults, and embodies the basic standard of the breed. With proper handling, this animal can and should win in the conformation ring. If there are any further guarantees they must be in writing</i></p>

RETURN AGREEMENT:

____ The buyer agrees that if he/she is unable to keep this German Shepherd, he/she will not sell, give away, or otherwise dispose of this dog without first contacting the breeder, who may either accept the dog on a return basis or assist the buyer in finding a suitable alternative home for the dog. This contract and the CKC papers must be surrendered at that time.

This does not imply a financial commitment on the part of the breeder, however, the puppy may, at the Sellers' option, be re-purchased by the Seller at the original sale price or some other price as negotiated between the buyer and the seller.

Under no circumstances may this dog be disposed of at a Pound, Humane Society, Animal

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Shelter, any Rescue Organizations, Pet Store, Breeder, or given to an individual associated with a puppy mill.

LIMITATIONS OF CONTRACT

1) This contract applies to the original puppy only and is nontransferable to a second party. No replacement puppy or refund will be given if the male or female has been bred. Buyer is responsible for transportation costs to and from **Gableridge Kennels** on original and replacement puppy.

2) In the interests of protecting the German Shepherd breed and not contributing unnecessarily to the problem of pet overpopulation, **Gableridge Kennels** is selling this puppy on CKC Limited Registration. CKC Limited Registration means that the dog is registered but no offspring of an animal with limited registration will be accepted for registration with the Canadian Kennel Club (CKC), and puppies may not be sold as purebred. The seller may apply to the breeder to change this designation and have the dog given Full Registration privileges, at a later date and following the breeder's evaluation of the animal. A fee and special application are required by the CKC for this change.

HEALTH GUARANTEE

Hip Dysplasia is a congenital malformation of the ball and socket joint of the hip. A dog may or may not become lame because of the disease and depending upon its severity.

Every reasonable precaution has been taken to prevent this puppy from acquiring hereditary hip dysplasia. Due to the unknown hereditary and environmental causes of such defects, no guarantee will be given against them. However,

Should this Puppy be diagnosed between 6 mo. And 12 mo. of age by two unassociated veterinarians (one of the sellers choice) with **Severe* hip dysplasia** through x-rays, Seller upon provision of veterinary reports and, where applicable, Orthopedic Foundation for Animals (OFA) report will : (*as defined by the Orthopedic Foundation for Animals)

(a) In the case of a **Companion puppy**, will provide Buyer with a suitable replacement puppy as soon as such a puppy is available to Seller, or reimburse to Buyer a portion not exceeding the purchase price. Decision regarding refund or replacement will remain at sellers discretion, based on availability of replacements and the decision of the buyer to keep the puppy. If the buyer chooses to keep the puppy, buyer must provide written verification that the dog has been spayed or neutered within 30 days of diagnosis. No reimbursement or replacement will be given if the dog is not examined by 12 months of age. This reimbursement policy applies only to the original buyer. If the buyer does not choose to keep the puppy a certificate of death must be supplied prior to reimbursement or replacement.

(b) In the case of a **Show puppy**. If the buyer has undertaken to show the dog in a serious manner, attending a minimum of four shows per year, prior to the puppy reaching the age of 24 mo. and the buyer has the dogs hips x-rayed between 18 and 24 months and the x-rays sent to OFA and the dog does not receive an OFA number for reasons other than the quality of the x-ray:

i) Either provide Buyer with a replacement show quality puppy as soon as such a puppy is available

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available to Seller, or within 12 months of notification and written verification by OFA, and, or receipt of the certificate of death. If a suitable replacement is not available within the stated timeframe a full refund of the purchase price will be provided.

- ii) Or should the buyer wish to keep the dog as a companion. Provide a refund if applicable reducing your cost to companion price asked for the dog. Buyer must provide written verification that the dog has been spayed or neutered within 30 days of diagnosis before any replacement or refund will be made by the seller.

No refund or replacement will be given if the dog is not examined by 24 months, or if the dog or bitch has been previously bred. This refund policy applies only to the original buyer.

In either of case (a) or (b) above, **Gableridge Kennels** will not be responsible for any veterinary or other expenses incurred nor will **Gableridge Kennels** pay for any transportation or associated charges for the replacement puppy. Failure to spay or neuter within the time frame set out above or to provide documentation to this affect will void the health guarantee.

IMPORTANT NOTE: if the dog is overweight or is used heavily for agility, open obedience, or any other strenuous activity (including "roading") prior to its being one year of age, environmentally induced dysplasia and other joint problems may develop. If these factors occur, it is left to the breeder's discretion to honor this agreement. The buyer should also educate himself to proper nutrition of the dog so as not to induce joint problems by either lack of nutrition or by causing an overweight condition in a developing dog. The Seller reserves the right to request veterinary records of weight prior to reimbursement or replacement.

MAINTENANCE

_____ (1) Buyer agrees that the puppy will reside at the home of the Buyer, have access to a fenced yard, not be chained or "tied out", or left alone in a backyard or kennel only and will be provided with proper housing, and exercise. Buyer also agrees that this puppy/dog will not be used as a guard dog for any business. This animal is sold with the understanding that it was to go to select homes, socialized properly, and become a member of the family.

_____ (2) Buyer agrees that at least one basic obedience training course will be completed with the puppy/dog. German Shepherds are a highly intelligent working breed; temperament however cannot be guaranteed. Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of puppy. Should Buyer not be successful at training these behaviors on their own, Buyer agrees to seek professional help from a certified trainer should it become necessary.

_____ (3) Buyer agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to , inoculation, internal and external parasites, and - where

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indicated - heartworm preventative medication.

_____ (4) Buyer further agrees to provide proper exercise as indicated in order to maintain this dog or bitch in proper weight and physical shape. A proper diet consists of top-quality dog food and supplements, certified by AFCCO or CVA

All expenses regarding the animals including: shipping of the animals, proper care, veterinary fees, housing, lifting of a non-breeding contract, or legal liabilities are the responsibility of the buyer at whose home the animal will reside.

_____ Buyer agrees Seller will REPOSSESS DOG OR BITCH UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE at no expense to the seller, and no refund of any monies.

This Agreement is made and signed by both parties to insure the well being and protection of this puppy/dog. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

Mark Gaetz and Sandra Gabler _____ **Nov 16, 2019**
SELLER'S (1) Name Signature Date
342 Mountain View Road, Arnprior, Ontario K7S 3G9
Address
Phone # **613-794-3529** Cell# _____ e-mail: **gableridgefarm@gmail.com**

Susan Dowler _____
BUYERS (1) Name Signature Date

BUYERS(2) Name (if applicable) Signature Date

Address

Address
Phone _____ Fax# _____
e-mail **stdowler@gmail.com**

_____ Please enrol me in Pets Plus Us **free** 6 week Head Start Trial insurance coverage

Pets Plus Us Headstart Trial Coverage Includes:

- up to \$1000 To cover veterinary fees for illnesses and accidents.
- \$100 deductible per incident. 80% reimbursement for the cost of any covered treatment arising from accident or illness.
- Access to three valuable pet owner services including: 24/7PetHelpFone, Pet Poison Helpline, and Pets Plus Us Compassionate Care line.
- Complementary coverage on the first month when you convert to an Accident or Accident & Illness policy (*offer not valid for Wellness Care*)

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